

COVENANT RUNNING WITH THE LAND IN
FAVOR OF
MIAMI-DADE COUNTY

The undersigned, _____;
being the present owner(s) of the following described real property
(hereinafter called "the Property"):

Located at _____ pursuant to Section 24-12.1(5)(c)(iii) of the Code
of Miami-Dade County, hereby submit(s) this executed covenant running with the land in favor of Miami-Dade
County:

The undersigned agree(s) and covenant(s) to the following:

1. The hazardous materials to be used, generated, handled, disposed of, discharged, or stored on the Property after the proposed replacement, modification or limited expansion of the existing facility is approved by the Director or his designee shall not be more hazardous than the hazardous materials used, generated, handled, disposed of, discharged or stored on the Property at the time of aforesaid approval unless a variance is granted by the Environmental Quality Control Board, pursuant to Chapter 24 of the Code of Miami-Dade County, and if so granted, the Property shall be restricted to those hazardous materials permitted by any such variance from the Environmental Quality Control Board of Miami-Dade County.
2. The owner of the Property shall provide written notice to the Department of Environmental Resources Management of any change in the kind of hazardous materials on the Property after aforesaid approval.
3. Prior to the entry into a landlord-tenant relationship with respect to the Property, the undersigned agree(s) to notify in writing all proposed tenants of the Property of the existence and contents of this Covenant.
4. The undersigned agree(s) and covenant(s) that this Covenant and the provisions contained herein may be enforced by the Director of Environmental Resources Management by preliminary, permanent, prohibitory, and mandatory injunctions as well as otherwise provided for by law or ordinance.
5. This agreement and Covenant shall be recorded in the Public Records of Miami-Dade County, Florida and the provisions hereof shall constitute a Covenant Running with the Land and shall remain in full force and effect and be binding upon the undersigned, their heirs, legal representatives, estates, successors, grantees and assigns.
6. This agreement and Covenant shall, upon request by the undersigned be released by the Director of the Department of Environmental Resources Management or his designee when the Director or his designee determines that the Property is not within the Northwest Wellfield protection area, West Wellfield Interim protection area or within the basic, wellfield protection area of any public utility potable water supply well.

IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed this _____ day
of _____, 20 _____.

INDIVIDUAL

(Space Reserved for Clerk of the Court)

WITNESSES:

Sign _____
Print _____
Sign _____
Print _____

OWNER(S):

Sign _____
Print _____
Address _____

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign _____
Print _____
State of Florida at Large (Seal)
My Commission Expires:

CORPORATION

WITNESSES:

Sign _____
Print _____
Sign _____
Print _____

Corporation _____, INC.
Sign _____
Print _____
Title _____
Address _____

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ INC., a Florida corporation, on behalf of the corporation. He or she is personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC:

Sign _____
Print _____
State of Florida at Large (Seal)
My Commission Expires:

THIS INSTRUMENT PREPARED BY:

DERM-ENVIRONMENTAL RESOURCES MANAGEMENT
33 SW 2nd AVENUE, SUITE 500
MIAMI, FLORIDA 33130